

RECORDATION NO. 8070-*1* Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

Agreement and Assignment

Dated as of July 15, 1975

BETWEEN

GREENVILLE STEEL CAR COMPANY

AND

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,

as Agent

AGREEMENT AND ASSIGNMENT dated as of July 15, 1975 between the corporation first executing this instrument below (hereinafter called the Builder) and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting as Agent (hereinafter, together with its successors and assigns, called the Assignee) under a Finance Agreement dated as of the date hereof (hereinafter called the Finance Agreement) with CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not in its individual capacity but solely as Trustee (hereinafter, together with its successors and assigns, called the Vendee) under a Trust Agreement dated as of the date hereof (hereinafter called the Trust Agreement) with CHEMICAL BANK and INTERNATIONAL PAPER EQUIPMENT LEASING CORPORATION (hereinafter called the Beneficiaries), ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY (hereinafter called the Lessee), the Beneficiaries and the Investors named in Annex A thereto (hereinafter called the Investors).

WHEREAS, the Builder, the Vendee and the Lessee have entered into a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement) covering the construction, sale and delivery, on the conditions therein set forth, by the Builder and the purchase by the Vendee of the railroad equipment described in Annex B to the Conditional Sale Agreement (hereinafter called the Equipment); and

WHEREAS, the Vendee and the Lessee have entered into a Lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease) providing for the lease to the Lessee of the Equipment and of the units of equipment described in Annex B to the Other Agreement (as defined in the Conditional Sale Agreement), and the Vendee and the Assignee have entered into an Assignment of Lease and Agreement dated as of the date hereof (hereinafter called the Lease Assignment) assigning for security purposes certain of the Vendee's rights in, to and under the Lease to the Assignee as further security for the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH That, in consideration of the sum of One Dollar and other good and valuable consideration paid by the Assignee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. The Builder hereby assigns, transfers and sets over unto the Assignee, its successors and assigns:

(a) All the right, security title and interest of the Builder in and to each unit of the Equipment;

(b) All the right, title and interest of the Builder in and to the Conditional Sale Agreement (except the right to construct and deliver the Equipment; the right to receive the payments specified in the third paragraph of Article 3 thereof, in the first paragraph and in subparagraph (a) of the third paragraph of Article 4 thereof and in the last paragraph of Article 14 thereof; and reimbursement for taxes paid or incurred by the Builder under Article 6 thereof), in and to any and all amounts which may be or become due or owing under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon and in and to any other sums becoming due from the Vendee or the Lessee under the Conditional Sale Agreement other than those hereinabove excluded; and

(c) Except as limited by subparagraph (b) of this paragraph, all the Builder's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse, however, against the Builder for or on account of the failure of the Vendee or the Lessee to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however*, that this Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its indemnities and warranties and agreements contained in Article 13 of the Conditional Sale Agreement or relieve the Vendee or the Lessee from their respective obligations to the Builder contained in Articles 2, 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers

the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of or as attorney hereby irrevocably constituted for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Assignment and compliance by the Vendee and the Lessee with the terms and agreements on their parts to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. The Builder covenants and agrees that it shall construct the Equipment in full accordance with the Conditional Sale Agreement and will deliver the same upon completion to the Vendee in accordance with the provisions of the Conditional Sale Agreement; and that, notwithstanding this Assignment, it will perform and fully comply with each and all of the covenants and conditions of the Conditional Sale Agreement to be performed and complied with by the Builder. The Builder further covenants and agrees that it will warrant to the Assignee, the Vendee and the Lessee that at the time of delivery of each unit of the Equipment under the Conditional Sale Agreement it had legal title to such unit and good and lawful right to sell such unit and that title to such unit was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee and the Lessee under the Conditional Sale Agreement and the rights of the Lessee under the Lease; and the Builder further covenants and agrees that it will defend the title to such unit against the demands of all persons whomsoever based on claims originating prior to the delivery of such unit by the Builder under the Conditional Sale Agreement; all *subject, however*, to the provisions of the Conditional Sale Agreement and the rights of the Vendee and the Lessee thereunder. The Builder will not deliver any of the Equipment to the Vendee under the Conditional Sale Agreement until the Conditional Sale Agreement and the Lease have been filed and recorded in accordance with Section 20c of the Interstate Commerce Act and until settlement for the Equipment to be delivered shall have been made in accordance with Section 5.

SECTION 3. The Builder covenants and agrees with the Assignee that in any suit, proceeding or action brought by the Assignee under the Conditional Sale Agreement for any installment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment or to enforce any provision of the Conditional Sale Agreement, the Builder will indemnify, pro-

protect and hold harmless the Assignee from and against all expense (including without limitation counsel fees), loss or damage suffered by reason of any defense, set-off, counterclaim or recoupment whatsoever claimed by the Vendee or the Lessee arising out of a breach by the Builder of any obligation with respect to the Equipment or the manufacture, construction, delivery or warranty thereof or arising by reason of any other indebtedness or liability at any time owing to the Vendee or the Lessee by the Builder. Any and all such obligations shall be and remain enforceable by the Vendee or the Lessee against and only against the Builder and shall not be enforceable against the Assignee or any person or persons in whom title to the Equipment, or any unit thereof, or any of the rights of the Builder under the Conditional Sale Agreement shall vest by reason of this assignment or of successive assignments or transfers. The Assignee will give notice to the Builder of any suit, proceeding or action by the Assignee herein described, and shall promptly move or take other appropriate action, on the basis of Article 14 of the Conditional Sale Agreement, to strike any defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessee therein; and if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defense, set-off, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Assignee shall promptly notify the Builder of any such defense, set-off, counterclaim or recoupment asserted by the Vendee or the Lessee and thereafter give the Builder the right, at the Builder's expense, to compromise, settle or defend against such defense, set-off, counterclaim or recoupment.

Except in cases of articles or materials specified by the Lessee and not manufactured by the Builder and in cases of designs, systems, processes, formulae or combinations specified by the Lessee and not developed or purported to be developed by the Builder, the Builder agrees to indemnify, protect and hold harmless the Assignee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon or accruing against the Assignee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process, formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Assignee will give prompt notice to the Builder of any claim actually known to the Assignee from which liability may be charged hereunder, and the Builder shall have the right,

at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Vendee or the Lessee with respect to the Equipment, whether pursuant to the Conditional Sale Agreement or otherwise, not hereby assigned to the Assignee shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

SECTION 4. The Builder will cause to be plainly, distinctly, permanently and conspicuously marked on each side of each unit of the Equipment, at the time of delivery thereof under the Conditional Sale Agreement, in letters not less than one inch in height, the words:

"OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION 20c."

SECTION 5. The Assignee, on each Closing Date fixed as provided in Article 4 of the Conditional Sale Agreement with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder an amount equal to the portion of the Purchase Price thereof which, under the terms of said Article 4, is payable in installments, provided that there shall have been delivered to the Assignee (with an executed counterpart to the Vendee and the Beneficiaries), as provided in Article 14 of the Conditional Sale Agreement and at least five Business Days prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel:

(a) A bill of sale, dated such Closing Date, from the Builder to the Assignee transferring to the Assignee security title to the units of the Equipment in such Group and warranting to the Assignee, the Vendee and the Lessee that on such Closing Date the Builder had legal title to such units and good and lawful right to sell such units and that title to such units was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Vendee and the Lessee under the Conditional Sale Agreement and the rights of the Lessee under the Lease, and covenanting to defend the title to such units against the demands of all persons whomsoever based on claims originating prior to the delivery of such units by the Builder under the Conditional Sale Agreement;

(b) A Certificate or Certificates of Acceptance, dated such Closing Date, with respect to the units of the Equipment in such Group as contemplated by Article 3 of the Conditional Sale Agreement and Section 2 of the Lease;

(c) A certificate, dated such Closing Date, of an officer of the Lessee to the effect that none of the units of the Equipment in such Group was placed in the service of the Lessee or otherwise was used by the Lessee or any other person prior to delivery and settlement for such units under the Conditional Sale Agreement and hereunder;

(d) An invoice or invoices of the Builder to the Vendee for the units of the Equipment in such Group accompanied by or having endorsed thereon a certification by the Vendee and the Lessee as to their approval thereof;

(e) An opinion, dated such Closing Date, of Messrs. Sidley & Austin, who are acting as special counsel for the Assignee and the Investors, addressed to the Assignee and the Investors, to the effect that (i) the Finance Agreement, assuming the due authorization, execution and delivery thereof by the Investors, has been duly authorized, executed and delivered and is a legal, valid and binding instrument, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment, (v) the Lease has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument enforceable in accordance with its terms, (vi) the Lease Assignment has been duly authorized, executed and delivered by the respective parties thereto and is a legal, valid and binding instrument, (vii) the Assignee is vested with all the rights, titles and interests of the Vendee purported to be assigned to the Assignee by the Lease Assignment, (viii) security title to the units of the Equipment in such Group is validly vested in the Assignee, (ix) no approval of the Interstate Commerce Commission or any other governmental authority is necessary for the valid execution and delivery of the Finance Agreement, the Conditional Sale Agreement, this Assignment, the Lease or the Lease Assignment or, if any such authority is necessary, it has been obtained, (x) the Conditional Sale Agreement, this Assignment, the Lease and the Lease Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended, and no other filing or recordation is necessary for the protection of the rights of the Assignee in any state of the United States of America or in the District of Columbia and (xi) registration of the Conditional Sale Agreement, this Assignment or the certificates of interest delivered pursuant to the Finance Agree-

ment is not required under the Securities Act of 1933, as amended, and qualification of an indenture with respect thereto is not required under the Trust Indenture Act of 1939, as amended, and covering such other matters as may reasonably be requested by the Assignee or the Investors;

(f) An opinion, dated such Closing Date, of Messrs. Mayer, Brown & Platt, counsel for the Vendee, addressed to the Assignee, the Investors, the Beneficiaries and the Lessee, to the effect that (i) the Finance Agreement, the Trust Agreement, the Conditional Sale Agreement, the Lease and the Lease Assignment have each been duly authorized, executed and delivered by the Vendee and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each is a legal, valid and binding instrument and, in the case of the Trust Agreement, the Conditional Sale Agreement and the Lease, enforceable against the Vendee in accordance with its respective terms, (ii) the execution, delivery and performance by the Vendee of the Finance Agreement, the Trust Agreement, the Conditional Sale Agreement, the Lease and the Lease Assignment do not contravene any law, or any governmental rule, regulation or order of which such counsel has knowledge, governing the banking or trust powers of the Vendee or affecting its properties, or the Articles of Association or By-laws of the Vendee, and do not require any consent or approval under, the giving of notice under, any registration pursuant to or the taking of any other action in respect of, any such law by reason of any business or operations of the Vendee of which such counsel has knowledge (having made due inquiry with respect thereto) unrelated to the transactions contemplated by such documents, (iii) all of the rights and interests of the Vendee under the Lease purported to be assigned by the Lease Assignment have been validly assigned to the Assignee and (iv) the interest of the Beneficiaries under the Trust Agreement in and to the Equipment in such Group and the Lease is subject and subordinate to the rights of the Assignee under the Conditional Sale Agreement, this Assignment and the Lease Assignment;

(g) An opinion, dated such Closing Date, of counsel for the Lessee, addressed to the Assignee, the Investors, the Beneficiaries and the Vendee, to the effect set forth in clauses (ii), (v), (ix) and (xi) of subparagraph (e) above and to the effect that (i) the Lessee is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Missouri, with full power to enter into the Conditional Sale Agreement and the Lease and to own its properties and to carry on its business as now conducted, (ii) neither the execution and delivery of the Conditional Sale Agreement or the Lease, nor the consummation of the transactions therein contemplated or the fulfillment of the terms thereof, will conflict with or result in a breach

of any of the terms, conditions or provisions of the Articles of Incorporation or By-laws of the Lessee or of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or of any agreement or instrument to which the Lessee is now a party or by which the Lessee is bound or constitutes a default thereunder, (iii) no mortgage, deed of trust or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property (or interests therein) of the Lessee now attaches or hereafter will attach to any units of the Equipment in such Group, or in any manner affects or will affect adversely the Vendee's or the Assignee's right, title and interest in such units, other than such liens as may attach to the rights of the Lessee under the Conditional Sale Agreement and the Lease in and to such units and (iv) the Conditional Sale Agreement, this Assignment, the Lease and the Lease Assignment have been duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, as amended; such filing and recordation will fully protect the interests of the Vendee and the Assignee in and to the Equipment and their respective rights in and under the Conditional Sale Agreement and the Lease; and no other filing, recording or deposit (or giving of notice) with any other federal, state or local government or agency thereof is necessary or advisable in order to fully protect all such interests of the Vendee and the Assignee;

(h) An opinion, dated such Closing Date, of counsel for the Builder, addressed to the Assignee, the Vendee and the Lessee, to the effect that (i) the Builder is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the power and authority to own its properties and to carry on its business as now conducted, (ii) the Conditional Sale Agreement has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery thereof by the other parties thereto, is a legal, valid and binding instrument enforceable against the Builder in accordance with its terms, (iii) this Assignment has been duly authorized, executed and delivered by the Builder and, assuming the due authorization, execution and delivery hereof by the other party hereto, is a legal, valid and binding instrument, (iv) the Assignee is vested with all the rights, titles and interests of the Builder purported to be assigned to the Assignee by this Assignment and (v) security title to the units of the Equipment in such Group is validly vested in the Assignee and such units, at the time of delivery thereof under the Conditional Sale Agreement, were free from all claims, liens, security interests and other encumbrances (except only the rights of the Vendee and the Lessee under the Conditional Sale Agreement and the rights of the Lessee under the Lease);

(i) An opinion, dated such Closing Date, of counsel for each Beneficiary, addressed to the Assignee, the Investors, the Vendee and the Lessee, to the effect that the Finance Agreement and the Trust Agreement have each been duly authorized, executed and delivered by such Beneficiary and, assuming the due authorization, execution and delivery thereof by the other parties thereto, each is a legal, valid and binding instrument enforceable against such Beneficiary in accordance with its respective terms under the laws of the State of New York;

(j) A Report shall have been delivered by an independent engineer to the Vendee and the Assignee, satisfactory to the Vendee and the Assignee, to the effect that the units of the Equipment in such Group are suitable for their intended use;

(k) A Certificate, dated such Closing Date, to the effect that the representations and warranties of the Lessee contained in Section 15 of the Lease are true and correct on and as of such Closing Date with the same effect as though made on and as of such Closing Date, and that at such Closing Date there exists no Default or Event of Default under the Conditional Sale Agreement or the Lease;

(l) Such other evidence of fulfillment of the foregoing conditions of this Section 5, including, without limitation, certificates of officers of the Lessee, the Vendee, the Beneficiaries, public officials and others, as the Assignee or its special counsel may reasonably require to establish to their satisfaction the fulfillment of such conditions; and

(m) A receipt from the Builder for any payment (other than the payment being made by the Assignee pursuant to this first paragraph of Section 5) required to be made on such Closing Date to the Builder with respect to the Equipment in such Group, unless such payment is made by the Assignee with funds furnished to it for that purpose by the Vendee.

In giving the opinions specified in subparagraphs (e), (f), (g), (h) and (i) of this Section 5, counsel may qualify any opinion to the effect that any agreement is a legal, valid and binding instrument enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or by laws or judicial decisions limiting the right to specific performance. In giving the opinions specified in said subparagraph (e), counsel may rely as to the authorization, execution and delivery by the Builder of the documents executed by the Builder and, to the extent applicable, title

to the Equipment at the time of delivery thereof under the Conditional Sale Agreement on the opinion of counsel for the Builder delivered pursuant to said subparagraph (h), as to the authorization, execution and delivery by the Vendee of the documents executed by the Vendee on the opinion of counsel for the Vendee delivered pursuant to said subparagraph (f), as to the authorization, execution and delivery by each Beneficiary of the documents executed by such Beneficiary on the opinion of counsel for such Beneficiary delivered pursuant to said subparagraph (i) and as to any matters governed by the laws of any jurisdiction other than the United States or Illinois on the opinions of counsel for the Lessee. In giving the opinion specified in said subparagraph (f), counsel may qualify its opinion by stating that in rendering its opinion under clause (ii) it expresses no opinion as to the Securities Act of 1933, as amended, the Trust Indenture Act of 1939, as amended, or any state securities or "Blue Sky" laws, and in giving its opinion under certain portions of clauses (ii), (iii) and (iv) of said subparagraph (f), it may rely as to the matters set forth in clause (x) of said subparagraph (e) on the opinion of counsel for the Assignee and the Investors delivered pursuant to said subparagraph (e). In giving the opinion specified in certain portions of clauses (ii), (iii), (iv) and (v) of said subparagraph (h), counsel not admitted to practice in Illinois may rely as to all matters governed by the laws of Illinois on the opinion of counsel for the Assignee and the Investors delivered pursuant to said subparagraph (e) and on the opinion of counsel for the Vendee delivered pursuant to said subparagraph (f).

The obligation of the Assignee hereunder to make payment on any Closing Date for any Group of Equipment is hereby also expressly conditioned upon (i) no change having occurred after the date of this Assignment in applicable law or regulations or interpretations thereof which would make it illegal for the Vendee or the Investors to perform their respective obligations hereunder and under the Finance Agreement on such Closing Date, (ii) no change having occurred in applicable tax laws prior to such Closing Date which would be contrary to or inconsistent with the income tax rulings referred to in Section 17 of the Lease, (iii) the Vendee having paid the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 4 of the Conditional Sale Agreement and (iv) the Assignee's having on deposit, pursuant to the terms of the Finance Agreement, sufficient funds available to make such

payment. In the event that the Assignee shall not make any such payment, the Assignee shall reassign to the Builder, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of the Equipment with respect to which payment has not been made by the Assignee.

SECTION 6. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee or the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the Conditional Sale Agreement, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 7. The Builder hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Conditional Sale Agreement was duly authorized by it and lawfully executed and delivered by it for a valid consideration; and, assuming the due authorization, execution and delivery thereof by the Vendee and the Lessee, the Conditional Sale Agreement is, in so far as the Builder is concerned, a legal, valid and binding agreement upon the Builder in accordance with its terms and it is now in force without amendment thereto;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) agrees that, upon request of the Assignee or its successors or assigns, it will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Builder therein or in the Equipment.

SECTION 8. The terms of this Assignment and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; *provided,*

however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Conditional Sale Agreement or this Assignment as shall be conferred by the laws of the several jurisdictions in which the Conditional Sale Agreement or this Assignment shall be filed, recorded, registered or deposited.

SECTION 9. This Assignment may be executed in any number of counterparts, but the counterpart delivered to the Assignee shall be deemed to be the original counterpart. Although this Assignment is dated as of July 15, 1975 for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused this Assignment to be signed in their respective corporate names by duly authorized officers and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

GREENVILLE STEEL CAR COMPANY

By *H. B. Ryan*
Vice President

(CORPORATE SEAL)

Attest:

..... *L. O. Miller*
Assistant Secretary

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Agent

By ... *Ronald J. O'Connor* ...
Second Vice President

(CORPORATE SEAL)

Attest:

..... *Ronald J. O'Connor*
Trust Officer

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF MERCER } SS

On this 24 day of October, 1975, before me personally appeared
.....J. B. Logan....., to me personally known, who, being by me duly
sworn, says that he is a Vice President of Greenville Steel Car Company,
that one of the seals affixed to the foregoing instrument is the corporate
seal of said corporation and that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free
act and deed of said corporation.

.....Leora Smith.....
Notary Public

(NOTARIAL SEAL)

LEORA SMITH, Notary Public
GREENVILLE, MERCER COUNTY

My commission expires My Commission Expires Feb. 21, 1977

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 26TH day of September, 1975, before me personally appeared
RONALD E. O'CONNOR, to me personally known, who, being by me duly
sworn, says that he is a Second Vice President of Continental Illinois Na-
tional Bank and Trust Company of Chicago, that one of the seals affixed
to the foregoing instrument is the corporate seal of said corporation and
that said instrument was signed and sealed on behalf of said corporation
by authority of its By-laws, and he acknowledged that the execution of
the foregoing instrument was the free act and deed of said corporation.

.....[Signature].....
Notary Public

(NOTARIAL SEAL)

My commission expires NOVEMBER 16, 1977

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of the assignment made by, the foregoing Agreement and Assignment is hereby acknowledged as of July 15, 1975.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,

as Trustee

By

Second Vice President

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By

Vice President